JS 44 (Rev. 06/17)

FOR OFFICE USE ONLY

AMOUNT

RECEIPT #

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil do	ocket sheet. (SEE INSTRUC	TIONS ON NEXT PAGE O	F THIS FC	DEFENDANT		-4, is requ	ned for the use of	the Clerk of C	ourt for ti	ne
I. (a) PLAINTIFFS SBG MANAGEMENT SERV and PENNSYLVANIA JUNI			Γ	GEÖRGE HAVI NJ JUNIOR TIT	ILA			IAVILAND,	JR. and	l
(b) County of Residence of First Listed Plaintiff Montgomery County, I (EXCEPT IN U.S. PLAINTIFF CASES)			ty, PA	County of Residence of First Listed Defendant Monmouth County, NJ (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.						
(c) Attorneys (Firm Name, A Michael Yanoff, Esq. Friedman Schuman, P.C.	,			Attorneys (II Know Jerrold S. Kulbac Archer & Greine PA 19103	ck, H er , 1	Esq/Tan 1717 Ard	neika A. Mino ch St., Ste 3500	ott, Esq O Phila		
101 Greenwood Ave., 5th			ш сі	L 215 963 3300 T İZENSHIP O F	PR	INCIPA	I PARTIES	(Place on "V" :	. O D	f Dl
II. BASIS OF JURISDICTION (Place an "X" in One Box Only) 1 U.S. Government			(For Diversity Cases Only			Incorporated or Proof Business In	and One Box			
2 U.S. Government Defendant	□X4 Diversity (Indicate Citizensh	ip of Parties in Item III)	Citiz	en of Another State	□ 2	X 2	Incorporated and of Business In		(1) 5	D 5
				en or Subject of a reign Country	D 3	O 3	Foreign Nation		□ 6	I 6
IV. NATURE OF SUIT	(Place an "X" in One Box On	aly) DRTS	- I - F(ORFEITURE/PENALTY	7888 E		here for: Nature			
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment Æ Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☒ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise ☐ REAUPROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment	PERSONAL INJUR 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury - Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPER 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 7385 Property Damage 7385 Property Damage 7463 Alien Detainee 510 Motions to Vacate Sentence	Y	25 Drug Related Seizure of Property 21 USC 88 20 Other LABOR 10 Fair Labor Standards Act 20 Labor/Management Relations 10 Railway Labor Act 51 Family and Medical Leave Act 20 Other Labor Litigation 21 Employee Retirement Income Security Act MMIGRATION 52 Naturalization Application Actions		PROPE: 422 Appe 423 With	al 28 USC 158 drawal SC 157 STYRIGHTS rights at tt - Abbreviated Drug Application mark SECURITY (1395ff) at Lung (923) C/DIWW (405(g)) Title XVI	375 False C 376 Qui Ta 3729(a 400 State R 410 Antitru 430 Banks a 450 Commo 460 Deporta 480 Consur 480 Consur 490 Cable/S 850 Securit Exchar 890 Other S 891 Agricul 893 Environ 895 Freedon 896 Arbitra 896 Arbitra 899 Admini Act/Rev	laims Act in (31 USC)) eapportions st und Banking ree tition Organizati ner Credit at TV es/Commo ige tatutory Act tural Acts mental Mat in of Inform strative Pre- riew or App Decision utionality on	ment ag ced and ions odities/ ctions tters nation occedure peal of
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VI CAUGE OF ACTIO	28 U.S.C. § 13		e filing (1)o not cite jurisdictional s	statute	s unless di	versity);			
VI. CAUSE OF ACTIO		nuse: ntract, purchase of	assets							
VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.		0'	EMAND \$ ver \$75,000.00		CHECK YES only if demanded in complaint: JURY DEMAND: Yes XNo					
VIII. RELATED CASE IF ANY	E(S) (See instructions):	JUDGE	- Lander	7		DOCKE	T NUMBER			
DATE 2-26-2018		SIGNATURE OF AT	TORNEY C)F RECORD						***************************************

APPLYING IFP

JUDGE

MAG. JUDGE

Case 2:18-cv-00833-AB Document 1 Filed 02/26/18 Page 2 of 100

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA - DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar. Address of Plaintiff: P.O. Box 549 Abington PA Address of Defendant: 214 Harmony Road, Middletown NJ 07748 Place of Accident, Incident or Transaction: New Jersey (Use Reverse Side For Additional Space) Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock? (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes□ Does this case involve multidistrict litigation possibilities? Yes□ No X RELATED CASE, IF ANY: Date Terminated: Case Number: _____ Judge ____ Civil cases are deemed related when yes is answered to any of the following questions: 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes 🗆 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously NoEX terminated action in this court? 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? NotX CIVIL: (Place ✓ in ONE CATEGORY ONLY) A. Federal Question Cases: B. Diversity Jurisdiction Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 1. X Insurance Contract and Other Contracts 2. D FELA 2.

Airplane Personal Injury 3. Dones Act-Personal Injury 3.

Assault, Defamation 4.

Antitrust 4. □ Marine Personal Injury 5. Patent 5. D Motor Vehicle Personal Injury 6. Labor-Management Relations 6. D Other Personal Injury (Please specify) 7. D Civil Rights 7. Products Liability 8.

Habeas Corpus 8.

Products Liability — Asbestos 9. □ Securities Act(s) Cases 9. □ All other Diversity Cases 10. □ Social Security Review Cases (Please specify) 11.

All other Federal Question Cases (Please specify) ARBITRATION CERTIFICATION (Check Appropriate Category) , counsel of record do hereby certify: □ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs; Relief other than monetary damages is sought. DATE: NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38. I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above. #84563 DATE: 2-26-2018 Attorney-at-Law Attorney I.D.#

Jerrold S.. Kulback, Esquire

CIV. 609 (5/2012)

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM SBG MANAGEMENT SERVICES, INC.,

Telephone	FAX Number	E-Mail Address	E-Mail Address		
215-963-3300	215-963-9999	jkulback@archerlaw.com tminott@archerlaw.com			
2-28-2015 Date	Attorney-at-law	Defendants Attorney for	·		
(f) Standard Management –	Cases that do not fall into ar Jerrold S. Kulback, Esquire Tanneika A. Minott, Esquire	ny one of the other tracks.	(X)		
commonly referred to as	Cases that do not fall into trace complex and that need specified of this form for a detailed	ial or intense management by	()		
(d) Asbestos – Cases involv exposure to asbestos.	ing claims for personal injur	y or property damage from	()		
(c) Arbitration – Cases requ	ired to be designated for arbi	itration under Local Civil Rule 53.2.	()		
	requesting review of a decision of a decision of a decision of the security of	on of the Secretary of Health y Benefits.	()		
(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255.					
SELECT ONE OF THE FO	OLLOWING CASE MANA	GEMENT TRACKS:			
plaintiff shall complete a Ca filing the complaint and serv side of this form.) In the designation, that defendant a the plaintiff and all other pa	se Management Track Designer a copy on all defendants. (Sevent that a defendant does a shall, with its first appearance	Reduction Plan of this court, counsmation Form in all civil cases at the times \$1:03 of the plan set forth on the renot agree with the plaintiff regarding e, submit to the clerk of court and ser ack Designation Form specifying the med.	ne of verse said ve on		
eorge haviland, a/k/a georg I junior titans hockey club	;	NO.			
/b/a SBG MANAGEMENT and PENIOCKEY CLUB, LLC	NNSYLVANIA JUNIOR: : :	CIVIL ACTION			

(Civ. 660) 10/02

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SBG MANAGEMENT SERVICES, INC.,
d/b/a SBG MANAGEMENT and
PENNSYLVANIA JUNIOR HOCKEY CLUB,
LLC

CIVIL ACTION

Plaintiffs,

٧.

NO.

GEORGE HAVILAND, a/k/a GEORGE HAVILAND JR. and NJ JUNIOR TITANS HOCKEY CLUB

Defendants.

NOTICE OF REMOVAL

Defendants, George Haviland ("Haviland") and the NJ Junior Titans Hockey Club ("Titans") (collectively, "Defendants"), by and through their counsel, hereby file this Notice of Removal of the above-entitled action from the Court of Common Pleas of the Thirty Eighth Judicial District of the Commonwealth of Pennsylvania (Montgomery County), in which it is now pending, to the United States District Court for the Eastern District of Pennsylvania, and in support thereof avers as follows:

- 1. Plaintiffs, SBG Management ("SBG") and the Pennsylvania Junior Hockey Club, LLC ("PJHC") (collectively, "Plaintiffs"), initiated this action by filing a Complaint in the Court of Common Pleas of Montgomery County on December 14, 2017. A copy of the Complaint is attached as Exhibit "A."
- 2. Plaintiff SBG is a Pennsylvania corporation and has its principal place of business in Montgomery County, Pennsylvania.

- 3. Plaintiff PJHC is a Pennsylvania limited liability company and has its principal place of business in Montgomery County, Pennsylvania.
 - 4. Defendant Haviland is a resident and citizen of the State of New Jersey.
- 5. Defendant Titans is a New Jersey corporation with a registered place of business at 1410 Frances Drive, Wall, NJ 07719.
- 6. Accordingly, complete diversity of citizenship existed between the parties at the time the Complaint was filed, and complete diversity of citizenship exists at the time of removal.
- 7. In the Complaint, Plaintiffs allege damages both "in an amount not to exceed \$50,000" as well as "in an amount in excess of \$50,000." See Ex. A at pages 8-10.
- 8. On January 29, 2018, Defense Counsel sent a letter to Plaintiffs' Counsel asking for clarification on the damages sought. A copy of the letter is attached as Exhibit "B."
- 9. On January 31, 2018, Plaintiffs' Counsel responded, stating that Plaintiffs claim damages in an amount in excess of \$75,000. A copy of the letter is attached as Exhibit "C."
- 10. Under 28 U.S.C. § 1332(a), federal courts have original jurisdiction over all civil actions where the action is between citizens of different States and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. This action satisfies all requirements for federal jurisdiction under 28 U.S.C. § 1332(a).
- 11. Pursuant to 28 U.S.C. § 1446(b)(3), this Notice is timely because it has been filed within thirty days of receipt of the January 31, 2018 letter. In that letter, Defendants learned that the amount in controversy exceeds \$75,000 and that as a result, this case had become removable.
- 12. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders (exclusive of the Complaint attached as Exhibit A) are attached to this Notice of Removal as Exhibit "D."

13. Defendants will file a copy of this Notice of Removal with the Clerk of the Court of Common Pleas of the State of Pennsylvania, County of Montgomery, the state court in which this action is currently pending as required by 28 U.S.C. § 1446(d). A copy of this Notice of Removal is also being served upon Plaintiffs' Counsel as required by 28 U.S.C. § 1446(d).

WHEREFORE, for the reasons set forth above, Defendants pray that that this Notice of Removal be filed; that said State Court Action in the Court of Common Pleas of the State of Pennsylvania, County of Montgomery, be removed to and proceed in this Court; that no further proceedings be had in said case in the Court of Common Pleas of the State of Pennsylvania, County of Montgomery; and that this Court assume full jurisdiction over this action as provided by law.

Dated: February 26, 2018

Jerrold S. Kulback, Esq. (I.D. No. 84563)
Tanneika A. Minott, Esq. (I.D. No. 318501)
Three Logan Square
1717 Arch Street, Suite 3500
Philadelphia, PA 19103-7393
(215) 963-3300
Attorneys for Defendants

Respectfully submitted.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

SBG MANAGEMENT

VS.

GEORGE HAVILAND

NO. 2017-27355

NOTICE TO DEFEND - CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE MONTGOMERY BAR ASSOCATION 100 West Airy Street (REAR) NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

FRIEDMAN SCHUMAN, P.C.

By: Jeffrey S. Feldman, Esq. Pa. Atty. I.D. No.80352 101 Greenwood Avenue, 5th Floor Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

Counsel for Plaintiff SBG Management Services, Inc.

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC MONTGOMERY COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

: NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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Lawyer Reference Service
Montgomery County Bar Association
100 West Airy Street (Rear)
Norristown, PA 19401
Phone (610) 279-9660, Extension 201

FRIEDMAN SCHUMAN, P.C.

By: Jeffrey S. Feldman, Esq. Pa. Atty. I.D. No.80352 101 Greenwood Avenue, 5th Floor Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

SBG MANAGEMENT SERVICES, INC. d/b/a SBG MANAGEMENT P.O. Box 549 Abington, PA 19001

and

PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC P.O. Box 549 Abington, PA 19001

Plaintiffs,

٧.

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR. : 214 Harmony Road : Middletown, NJ 07748 :

and

NJ JUNIOR TITANS HOCKEY CLUB 1410 Frances Drive Wall, New Jersey 07719

Defendants.

Counsel for Plaintiffs
SBG Management Services, Inc.
d/b/a SBG Management and
Pennsylvania Junior Hockey Club, LLC

MONTGOMERY COUNTY COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA CIVIL ACTION

NO. 2017-27355

COMPLAINT

Plaintiffs SBG Management Services, Inc. d/b/a SBG Management ("SBG") and Pennsylvania Junior Hockey Club, LLC ("PJHC") (collectively, "Plaintiffs"), by and through their undersigned counsel, hereby files their Complaint against defendant George Haviland, a/k/a, a/k/a George Haviland, Jr. ("Haviland") and NJ Junior Titans Hockey Club ("NJ Junior Titans") (collectively, "Defendants") and in support thereof, state as follows:

Parties

- 1. Plaintiff SBG is a Pennsylvania corporation with a registered and principal place of business in Montgomery County, Pennsylvania with a mailing address of P.O. Box 549, Abington, PA 19001.
- 2. Plaintiff PJHC is a Pennsylvania limited liability company with a registered and principal place of business in Montgomery County, Pennsylvania with a mailing address of P.O. Box 549, Abington, PA 19001.
- 3. Defendant Haviland is an adult individual who, upon information and belief, is a resident and citizen of the State of New Jersey who maintains an office and usual place of business located at 214 Harmony Road, Middletown, New Jersey 07748 and resides at 1410 Frances Drive, Wall, New Jersey 07719.
- 4. Upon information and belief, Defendant NJ Junior Titans is a New Jersey corporation that maintains a registered place of business at 1410 Frances Drive, Wall, New Jersey 07719.

Jurisdiction & Venue

- 5. This Court has subject matter jurisdiction over this dispute because the Pennsylvania Courts of Common Pleas are courts of general jurisdiction, and no other court in the Commonwealth of Pennsylvania has exclusive original jurisdiction over this action. 42 Pa. Cons. Stat. Ann. § 931.
- 6. This Court has personal jurisdiction over Defendants because, upon information and belief, Defendants:
- a. as stated in greater detail below, purposefully and voluntarily entered into a written agreement with Plaintiffs in Pennsylvania;
- b. as stated in greater detail below, breached their written agreement with Plaintiffs, and thus a cause of action arose against Defendants in Pennsylvania; and
- c. have otherwise had substantial contacts with Pennsylvania and its residents.
- 7. Venue lies in Montgomery County, Pennsylvania for this action pursuant to Pa. R. Civ. P. 1006(a)(1), 1006(b) and 2179 because Plaintiffs' cause of action against Defendants arose in Montgomery County, and transactions and occurrences took place in Montgomery County out of which Plaintiffs' cause of action against Defendants arose.

FACTS

- 8. In 2016, Haviland was the principal authorized officer of Defendant NJ Junior Titans, a corporation that operates a junior hockey training and education program.
- 9. On November 15, 2016, Philip Pulley, a duly authorized officer of Plaintiffs SBG and PJHC, had a telephone conversation with Haviland regarding PJHC's interest in purchasing certain

assets from NJ Junior Titans, including all title, rights, and interests in NJ Junior Titans' junior hockey teams that were franchise members and/or governors of the Eastern Hockey League (the "EHL") (hereafter, the "Junior Team Assets").

- 10. During that telephone call, Haviland, in his personal capacity, represented to PJHC that he was authorized to enter into a transaction to sell the Junior Team Assets, and that he would personally provide the necessary cooperation to complete the sale transaction.
- 11. During that telephone call, a verbal agreement was reached between Mr. Pulley and Haviland to have PJHC purchase the Junior Team Assets from NJ Junior Titans and transfer the Junior Team Assets to PJHC's business in Montgomery County, Pennsylvania.
- 12. That same day, November 15, 2016, Mr. Pulley sent an email to Haviland confirming their verbal agreement to have PJHC purchase the Junior Team Assets (the "November 15 Offer Email"). A true and correct copy of Mr. Pulley's November 15, 2016 email, as it was eventually signed by Haviland on behalf of the NJ Junior Titans, is attached hereto as Exhibit A.
- 13. The November 15 Offer Email was sent by Mr. Pulley while he was located in Montgomery County, Pennsylvania.
- 14. On December 2, 2016, Haviland accepted and agreed to the terms of the November 15 Offer Email by modifying its terms slightly and then signing it on behalf of the NJ Junior Titans and returning it to Mr. Pulley (the "December 2 Acceptance"). See Exh. A.
- 15. Mr. Pulley received the December 2 Acceptance from Haviland while he was located in Montgomery County, Pennsylvania.

- 16. As such, a written agreement for the sale and purchase of the Junior Team Assets was reached on December 2, 2016 based on the terms of the December 2 Acceptance (the "Sale Agreement"). See Exh. A.
- 17. Thereafter, Mr. Pulley made good faith attempts to fulfill PJHC's obligations under the Sale Agreement, including paying the initial \$25,000 payment that was due on or before December 8, 2016, but Haviland did not respond to these attempts, and, as a result, the initial payment was not made prior to that date.
- 18. However, because time was not of the essence with regard to the timing of the initial \$25,000 payment pursuant to the Sale Agreement, the parties to the Sale Agreement continued to proceed with the transaction, and neither PJHC nor the NJ Junior Titans sought to cancel the transaction.
- 19. Eventually, on December 20, 2016, Mr. Pulley contacted Haviland by text message and asked for correct address information for sending the \$25,000 initial payment under the Sale Agreement. A true and correct copy of the December 20, 2016 text message is attached hereto as Exhibit B.
- 20. Thereafter, Mr. Pulley exchanged text messages with Haviland on December 22, 2016; December 27, 2016; and December 29, 2016 seeking to perform PJHC's obligations under the Sale Agreement. True and correct copies of those text messages are attached hereto as Exhibit C.
- 21. On December 29, 2016, Haviland responded to Mr. Pulley via text message and said that he was going to "go in a different direction with [the] EHL [junior teams]," *i.e.*, the sale of the Junior Team Assets. See Exh. C.

- 22. Thereafter, Plaintiffs did not hear anything further from the Defendants with regard to the Sale Agreement.
- 23. On January 6, 2017, PJHC's counsel sent a letter to Haviland advising him that PJHC still intended to enforce the Sale Agreement and that PJHC had delivered the \$25,000 initial payment contemplated by the Sale Agreement to PJHC's counsel to hold in escrow pending the closing on the sale of the Junior Team Assets.. A true and correct copy of PJHC's counsel's January 6, 2017 emailed letter to Haviland is attached hereto as Exhibit D.
- 24. PJHC's counsel's office, which was holding the \$25,000 in escrowed funds towards the purchase price of the Sale Agreement, is located in Montgomery County, Pennsylvania.
 - 25. To date, Defendants have not responded to PJHC's counsel's January 6, 2017 letter.
- 26. Upon information and belief, NJ Junior Titans have since sold the Junior Team Assets to another party.
- 27. After PJHC's counsel sent the January 6, 2017 letter, PJHC assigned its rights, title and interest under the Sale Agreement to SBG.

Count One SBG v. NJ Junior Titans Breach of Contract

- 28. Plaintiffs hereby incorporate paragraphs 1 through 27 by reference as though set forth at length herein.
- 29. PJHC, by and through its authorized officer, Mr. Pulley, made a written offer to NJ Junior Titans, by and through its authorized principal officer, Haviland, to purchase the Junior Team Assets, as set forth in the November 15 Offer Email.

- 30. Upon information and belief, NJ Junior Titans, by and through its authorized principal officer, Haviland, modified the terms of the November 15 Offer Email and then signed it and accepted it on behalf of the NJ Junior Titans and returned it to PJHC's authorized officer, Mr. Pulley, as set forth in the December 2 Acceptance.
- 31. PJHC accepted the terms of the December 2 Acceptance and, as a result, PJHC and NJ Junior Titans entered into the written Sale Agreement for the sale and purchase of the Junior Team Assets based on the December 2 Acceptance. See Exh. A.
 - 32. The Sale Agreement is a written, legally binding and enforceable contract.
- 33. PJHC performed its obligations pursuant to the Sale Agreement in good faith by attempting to forward the initial \$25,000 payment due to NJ Junior Titans. *See* Exhibits B, C, D.
- 34. NJ Junior Titans materially breached the Sale Agreement by, *inter alia*: (a) failing to sell the Junior Team Assets to PJHC, (b) upon information and belief, selling the Junior Team Assets to another purchaser, and (c) failing to cooperate in good faith to consummate and close upon the transactions contemplated by the Sale Agreement.
- 35. NJ Junior Titans have no legal justification for breaching the terms of the Sale Agreement.
 - 36. PJHC has assigned its rights, title and interest under the Sale Agreement to SBG.
- 37. As a proximate result of NJ Junior Titans' uncured breaches of their obligations under the Sale Agreement, SBG has suffered foreseeable damages, including the lost value of the Junior Team Assets and the lost profits and opportunities that would have been generated from the Junior Team Assets, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, SBG respectfully requests that this Honorable Court enter judgment in its favor and against NJ Junior Titans in an amount not to exceed \$50,000.00, plus pre-judgment interest, post-judgment interest at the statutory rate, costs, other damages, and any other relief that this Court deems just, necessary, proper and/or appropriate.

Count Two

(In the Alternative to Count One)

PJHC v. NJ Junior Titans

Breach of Contract

- Plaintiffs hereby incorporate paragraphs 1 through 37 by reference as though set
- forth at length herein.

38.

39. In the alternative to Count One above, in the event that PJHC's assignment of its

rights under the Sale Agreement to SBG is deemed or adjudicated to be unenforceable for any

reason, the Sale Agreement remains a written, legally binding and enforceable contract between

PJHC and NJ Junior Titans.

40. PJHC performed its obligations pursuant to the Sale Agreement by attempting to

forward the initial \$25,000 payment due to NJ Junior Titans. See Exhibits B, C, D.

41. NJ Junior Titans materially breached the Sale Agreement by, inter alia: (a) failing to

sell the Junior Team Assets to PJHC, (b) upon information and belief, selling the Junior Team Assets

to another purchaser, and (c) failing to cooperate in good faith to consummate and close upon the

transactions contemplated by the Sale Agreement.

42. NJ Junior Titans have no legal justification for breaching the terms of the Sale

Agreement.

43. As a proximate result of NJ Junior Titans' uncured breaches of their obligations under the Sale Agreement, PJHC has suffered foreseeable damages, including the lost value of the Junior Team Assets and the lost profits and opportunities that would have been generated from the Junior Team Assets, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, PJHC respectfully requests that this Honorable Court enter judgment in its favor and against NJ Junior Titans in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus pre-judgment interest, post-judgment interest at the statutory rate, costs, other damages, and any other relief that this Court deems just, necessary, proper and/or appropriate.

Count Three Plaintiffs v. Haviland Promissory Estoppel

- 44. Plaintiffs hereby incorporate paragraphs 1 through 43 by reference as though set forth at length herein.
- 45. During their November 15, 2016 telephone call, Haviland, in his personal capacity, represented to Mr. Pulley, and thus PJHC, that he was authorized to enter into a transaction to sell the Junior Team Assets, and that he would personally provide the necessary cooperation to complete the sale transaction.
- 46. Haviland should have reasonably expected these representations to induce PJHC to make an offer to purchase, and agree to purchase, the Junior Team Assets.
- 47. In reliance upon Haviland's representations and promises made in his personal capacity, PJHC offered to purchase, and agreed to purchase, the Junior Team Assets by sending the

Case# 2017-27355-2 Docketed at Montgomery County Prothonotary on 12/14/2017 2:17 PM, Fee = \$0.00

November 15 Offer Email, accepting the December 2 Acceptance, and entering into the Sale Agreement.

48. PJHC would not have entered into the Sale Agreement, or made the offer

contained in the November 15 Offer Email, if it knew that (a) Haviland's representations and

promises on November 15, 2016 were not true, or (b) Haviland did not intend to honor and fulfill

those representations and promises.

49. As a result of their reliance on Haviland's promises made in his individual capacity,

PJHC, and later, SBG, to their detriment, incurred legal fees and other expenses attempting to

enforce the Sale Agreement.

50. Injustice can be avoided only by enforcing Haviland's promises.

51. Plaintiffs should be awarded the economic value of Haviland's broken promises,

namely, the lost value of the Junior Team Assets and the lost profits and opportunities that would

have been generated from the Junior Team Assets.

WHEREFORE, PJHC and SBG respectfully request that this Honorable Court enter judgment

in its favor and against Haviland in an amount in excess of Fifty Thousand Dollars (\$50,000.00),

plus pre-judgment interest, post-judgment interest at the statutory rate, costs, other damages,

and any other relief that this Court deems just, necessary, proper and/or appropriate.

Respectfully submitted,

FRIEDMAN SCHUMAN, P.C.

Date: December 14, 2017

By: /s/ JEFFREY S. FELDMAN

Jeffrey S. Feldman, Esq.

Pa. Atty. I.D. No. 80352

101 Greenwood Avenue, 5th Floor

Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

Counsel for Plaintiffs
SBG Management Services, Inc.
d/b/a SBG Management, and
Pennsylvania Junior Hockey Club, LLC

MONTGOMERY COUNTY COURT OF COMMON PLEAS COMMONWEALTH OF PENNSYLVANIA

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

MONTGOMERY COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

٧.

NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

VERIFICATION

I, the undersigned, hereby certify and verify that I am of full legal age, that I am duly authorized by plaintiffs SBG Management Services, Inc. and Pennsylvania Junior Hockey Club, LLC to sign this Verification on their respective behalves, and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904, relating to unsworn falsification to authorities.

Date:		, 2017

Print name:

From: Phil Pulley <ppulley@sbgmanagement.com>
To: George Haviland <havs11@aol.com>

Subject: RE: Junior Titians

Date: Tue, Nov 15, 2016 3:05 pm

This email is to confirm my conversation with George today that the Pennsylvania Junior Hockey Club, LLC (Buyer) is buying all right titles and interest in the Titans Junior teams that are a franchise member/governor of the Eastern Hockey League (EHL). The understanding is as follows:

The purchase price is Fifty Five Thousand dollars (\$55, 000). The payments shall be paid as noted below.

The Titans will pay any and all fees, dues, penalties and outstanding balances due the EHL and USA Hockey (USAH). This is to ensure that the Franchise/ Interest is being transferred unencumbered.

The Titans warrant that they are members in good standing of the EHL and USAH.

The Titan represent that there are no player obligations outstanding.

The Titans represent that they have full authority to transfer all rights, title and interests.

. The Titans will notify the EHL and USAH of its intent to reactivate for the 2017-2018 season. In the event that they do not, no further sums are due to the Titans from the Buyer.

The Titans have no outstanding tax obligations.

The Titans will indemnify, defend and hold harmless the Pennsylvania Junior Hockey Club, LLC against any and all claims or demands.

The Titans are permitted to play in the Premier Division of the EHL.

The Buyer may re brand the Titans as the buyer deems,

The Buyer may relocate the Titans as buyer deems.

This Agreement does not include the AMHL team.

The payment schedule is as follows

1. Twenty Five Thousand dollars (\$25,000) is to be paid.

2. The balance of the purchase price will be paid in Requal payments of \$7,599 due or the first of September 2017-2018-2019

Decemb

12-6-16
This Agreement will expire on 12-6-2016

Accepted and Agraed

litans

12-2-16

Philip C. Pulley SBG Management Services, Inc. Philadelphia Revolution P O. Box 549 Abington, PA 19001 215.938.6665 ext. 2001 215.935.6981 ext. 2001 215.935.6987 fax

Email: phil@sbgmanagement.com
Web: www.sbgmanagement.com
Web: www.philadelphiarevolution.net

Ехнівіт В

iMessage Tue, Dec 20, 8:56 AM

Good morning just got back I'm in the office please send me your overnight address so I can overnight you the check

EXHIBIT C

Thu, Dec 22, 3:28 PM

Just touching base want to get you your money

Where do I send it to

I'm resending U agreement to

aiona with

base want to get you your money

Where do I send it to

I'm resending U agreement to sign with address attached

Thank you I'll handle it tomorrow

Tue, Dec 27, 11:52 AM

George where do I send the check to

Tue, Dec 27, 3:02 PM

George are you

Tue, Dec 27, 3:02 PM

George are you out there

Tue, Dec 27, 8:57 PM

Are you out there?????



Thu, Dec 29, 11:38 AM

Are you out there

Money where do I send

Friday 10:09 AM

George are you out there

Dhil had arint

Thu, Dec 29, 11:38 AM

Are you out there

Money where do I send

Friday 10:09 AM

George are you out there

Phil had aunt

Phil had aunt died dealing with the mess im only one to handle im go in a different direction with EHL

Thank you sorry to hear of vour loss

Thank you sorry to hear of your loss

Does that mean you're selling your franchise to another party

Just want to be clear

EXHIBIT D



Attorneys at Law • A Professional Corporation

Kerry S. Schuman, Esquire Direct Dial: (215) 690-3812 KSchuman@fsalaw.com www.fsalaw.com

Main Office 101 Greenwood Avenue, Fifth Floor Jenkintown, PA 19046 Phone: (215) 635-7200 Fax: (215) 635-7212

January 6, 2017

VIA EMAIL - havs11@aol.com

Mr. George Haviland

Re: Pennsylvania Junior Hockey Club, LLC v. George Haviland (Titans Junior Teams – Franchise Member/Governor in Eastern Hockey League)

Dear Mr. Haviland:

I represent Pennsylvania Junior Hockey Club, LLC with regard to the Agreement of Sale that you accepted on December 2, 2016.

I have reviewed the Agreement of Sale that you executed on December 2, 2016. I have further reviewed all of the texts between you and Mr. Pulley. It is unquestionable that there is a valid binding contract. Furthermore, Mr. Pulley only had an email address for you and at all times was ready, willing and able to complete the purchase. He made multiple attempts to obtain an address for you so that he could tender the purchase price as required by the Agreement.

Your email indicating that you intend to go in a "different direction with EHL" is a breach of the Agreement. My client wishes to fully complete the Agreement. My client has been advised that you intend to sell the franchise to another buyer. This is a further breach of the Agreement.

Unless you complete the contract within seven (7) days from the date of this letter, my client intends to enforce the Agreement of Sale to compel you to complete the transaction. In addition to damages that will be sought, my client will also seek an injunction to prevent you from selling the franchise to anyone else.

My client has delivered to me the \$25,000 check made payable to you, since you failed and refused to provide a delivery address. I will hold the check in escrow pending closing.



Attorneys at Law • A Professional Corporation

Mr. George Haviland January 6, 2017 Page 2

In the hopes that this can be amicably resolved, I remain

Very truly yours,

KERRY S. SCHUMAN

KSS/ss

cc: Mr. Philip C. Pulley

MONTGOMERY COUNTY COURT OF COMMON PLEAS COMMONWEALTH OF PENNSYLVANIA

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and

٧.

PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

MONTGOMERY COUNTY

COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

CERTIFICATE OF SERVICE

I, Jeffrey S. Feldman, Esq., hereby certify that, on the date shown below, a true and correct copy of the foregoing Complaint, with its attached Exhibits, supporting Verification, and Notice to Defend (collectively, the "Complaint Package"), was electronically filed with the Montgomery County Court of Common Pleas E-Filing System and is available for download by Defendants.

I further hereby certify that, on the date shown below, a true and correct copy of the Complaint Package was sent to defendant George Haviland via First Class Mail, postage prepaid, addressed as follows:

George Haviland 214 Harmony Road Middletown, NJ 07748

I further hereby certify that, on the date shown below, a true and correct copy of the Complaint Package was sent to defendant NJ Junior Titans Hockey Club via both Certified Mail, restricted delivery, postage prepaid, and First Class Mail, postage prepaid, addressed as follows:

NJ Junior Titans Hockey Club 1410 Frances Drive Wall, NJ 07719

Date: December 14, 2017 By: /s/ JEFFREY S. FELDMAN

Jeffrey S. Feldman, Esq. Counsel for Plaintiffs

SBG Management Services, Inc. d/b/a SBG Management, and

Pennsylvania Junior Hockey Club, LLC

EXHIBIT "B"



Jerrold S. Kulback Also Member of New Jersey Bar jkulback@archerlaw.com 215-246-3162 (Ext. 5162) Direct 215-963-9999 Direct Fax

Archer & Greiner, P.C.
Three Logan Square
1717 Arch Street, Suite 3500
Philadelphla, PA 19103
(215) 963-3300 Main
(215) 963-9999 Fax
www.archerlaw.com

January 29, 2018

EMAIL AND REGULAR MAIL

Jeffrey S. Feldman, Esquire Friedman Schuman, P.C. 101 Greenwood Avenue, 5th Floor Jenkintown, PA 19046

Re:

SBG Management Services et al v. George Haviland et al,

Montgomery CCP Case No. 2017-27355

Dear Mr. Feldman:

Our firm has been retained by George Haviland and the NJ Junior Titans Hockey Club in connection with the above referenced matter. Kindly advise whether you will agree to vacate the default judgment as to liability that was filed with the court on January 17, 2018, so that we may respond to the Complaint.

In addition, in reviewing the Complaint I noticed inconsistences with respect to your requested relief. On page 8, you request damages "in an amount not to exceed \$50,000" while on pages 9 and 10, you request damages in excess of \$50,000. Please also confirm in writing that your total damages will not exceed \$75,000.

In light of the entry of default judgment as to liability, please respond to this inquiry no later than February 1, 2018. Thank you for your consideration.

Very truly yours,

JERROLD S. KULBACK

cc. Mr. George Haviland

EXHIBIT "C"



Attorneys at Law • A Professional Corporation

Jeffrey S. Feldman Direct Dial: (215) 690-3824 JFeldman@fsalaw.com www.fsalaw.com

Main Office 101 Greenwood Avenue, Fifth Floor Jenkintown, PA 19046 Phone; (215) 635-7200 Fax: (215) 635-7212

VIA E-MAIL

January 31, 2018

Jerrold S. Kulback, Esq.
Archer & Greiner, P.C.
Three Logan Square
1717 Arch Street, Ste. 3500
Philadelphia, PA 19103
E-mail: jkulback@archerlaw.com

Ro.

SBG Management Services, et al. v. Haviland, et al. Montgomery Cty. Ct. Comm. Pl., Case No. 2017-27355

Dear Mr. Kulback:

Thank you for your letter of January 29, 2018 regarding the case referenced above.

As a courtesy to counsel, Plaintiffs will grant your request to vacate the default judgment as to liability that was filed with the Court as to Mr. Haviland on January 17, 2018 so that both Defendants may respond to the Complaint. Please prepare an appropriate Stipulation for my review at your earliest convenience.

This will confirm that Plaintiffs are seeking in excess of Fifty Thousand Dollars (\$50,000.00) on their claims, and that the reference on page 8 of the Complaint to "an amount not to exceed \$50,000" was an inadvertent typographical error. I apologize for any confusion that error may have caused. This will also confirm that, at present, my clients' total claimed damages do, in fact, exceed Seventy-Five Thousand Dollars (\$75,000.00).

Please do not hesitate to contact me if you have any questions or would like to discuss this matter further. Thanks again.

Very truly yours,

Jeffrey S. Feldman

EXHIBIT "D"

Supreme Countrie Reuns	sylvania			
Court of Common Ple	T t	For Prothonotary Us	e Only:	Thyre
	_ County	Docket No: 4-2	738S	774. 83 5 5 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
The information collected on this for supplement or replace the filing and s	rm is used solely for service of pleadings o	court administration or other papers as re	on purposes. This f equired by law or ru	orm does not les of court.
Commencement of Action: Complaint Writ of Sumn Transfer from Another Jurisdiction	110110	Petition Declaration of Taking		
Lead Plaintiff's Name: Show MAN	10comon T	Lead Defendant's Nar	loeorbe t	JavilanD
Are money damages requested?	Yes 🗆 No	Dollar Amount R (check one	· · · —	nin arbitration limits side arbitration limits
Is this a Class Action Suit?	□ Yes No	Is this an ML	OJ Appeal?	Yes No
Name of Plaintiff/Appellant's Attorned Check here if yo	ey: u have no attorney ((are a Self-Represe	nted [Pro Se] Litig	ant)
PRIMARY CA	to the left of the <u>ONE</u> ASE. If you are make most important.	case category that ing more than one ty	most accurately des	cribes your the one that
TORT (do not include Mass Tort) Intentional Malicious Prosecution Motor Vehicle Nuisance Premises Liability Product Liability (does not include mass tort) Slander/Libel/ Defamation Other:	CONTRACT (do r Buyer Plaintiff Debt Collectio Debt Collectio Employment I Discrimination Employment I	on: Credit Card on: Other Dispute:	CIVIL APPEAL Administrative A Board of As Board of Ele Dept. of Tra Statutory Ap Zoning Boar Other:	Agencies sessment octions nsportation opeal: Other
MASS TORT Asbestos Tobacco	Other:			
Toxic Tort - DES Toxic Tort - Implant Toxic Waste Other:	Ground Rent Landlord/Ten	nain/Condemnation ant Dispute	MISCELLANE Common Land Declaratory Mandamus Non-Domes Restraining	aw/Statutory Arbitration Judgment tic Relations Order
PROFESSIONAL LIABLITY Dental Legal Medical Other Professional:	2017-27355-6 Defe Rept=2017-5-	1000 11 21 2017 11:57 A endants Appeal from Distric 402245 Fee:\$273.25 fark Levy - MontCo Prothon	M = 11534865 — 1 Justice —	

COMMONWEALTH OF PENNSYLVANIA	NOTICE OF APPEAL
COURT OF COMMON PLEAS	FROM
JUDICIAL DISTRICT	MAGISTERIAL DISTRICT COURT JUDGMENT
	11 more
	COMMON PLEAS NO.
NOTICE C	OF APPEAL
Notice is given that the appellant has filed in the above Court of Magisterial District Judge on the date and in the case mentioned b	Common Pleas an appeal from the judgment rendered by the
Name of Appellant Georgie HAVIAND	MAG.DIST.NO. or Name of M.D.J. 38-1-04 Kessler
RIY HARMONY RD MIDDLETOW	
10-24-2017 IN THE CASE OF (Plaintiff)	CO 262 HAV 1 AV 1 SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT
CV 20 0000 267-2617	SIGNATURE OF ASPELLANT ON HIS ATTORNET ON AGENT
This block will be signed ONLY when this notation is required under PA. R.C.P.J.P. No 1008B	If appellant was Claimant (see Pa. R.C.P.J.P No. 1001(6) in action before the Magisterial District Judge, he/she
This notice of Appeal, when received by the Magisterial District Judge, operate as a SUPERSEDEAS to the judgment for possession in this case.	MUST FILE A COMPLAINT within twenty (20) days
	after filing his/hers NOTICE of APPEAL.
Signature of Prothonotary or Deputy	
PRAECIPE TO ENTER RULE TO FIL	LE COMPLAINT AND RULE TO FILE
(This section of form to be used ONLY when appellant was D. Magisterial District Judge. If NOT USED, Detach from copy of no	EFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before the tice of appeal to be served upon appellee.)
PRAECIPE: To Prothonotary SOG MAN AGEM	NEW T
Enter rule upon	appellee(s), to file a complaint in this appeal
Name of appellants) days after service of rule or suffer entry of judgment of non pros.
RULE: To Name of appailed(s)	Signature of appellant of his attorney or agent (
(1) You are notified that a rule is hereby entered upon you date of service of this rule upon you by personal service	u to file a complaint in this appeal within twenty (20) days after the se or by certified registered mail.
(2) If you do not file a complaint within this time, a JUDGME	ENT OF NON PROS WILL BE ENTERED AGAINST YOU.
(3) The date of service of this rule if service was by mail is	the date of mailing.
Date: NOV 21, 2017 . 20 617	Signature of Prothonotary or Deputy
YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGI	MENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY



NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

Telephone [.]	215-887-2362	
Address	1150 Old York Road Abington, PA 19001	
MDJ Name:	Honorable John D. Kessler	
Mag. Dist. No:	MDJ-38-1-04	

Sbg Management v.
George Haviland

George Haviland Middletown Ice World/Sports Complex 214 Harmony Road Middletown, NJ 07748

Docket No: MJ-38104-CV-0000207-2017 Case Filed: 9/19/2017

Disposition Summary (cc - Cross Complaint)

Docket NoPlaintiffDefendantDispositionDispositionDispositionMJ-38104-CV-0000207-2017Sbg ManagementGeorge HavillandDefault Judgment for Plaintiff10/24/2017

Judgment Summary

 Participant
 Joint/Several Liability
 Individual Liability
 Amount

 George Haviland
 \$0.00
 \$12,156.34
 \$12,156.34

 Sbg Management
 \$0.00
 \$0.00
 \$0.00

Judgment Finding (*Post Judgment)

In the matter of Sbg Management vs. George Haviland on MJ-38104-CV-0000207-2017, on 10/24/2017 the judgment was awarded as follows:

 Judgment Component
 Joint/Several Liability
 Individual Liability
 Deposit Applied
 Amount

 Civil Judgment
 0.00
 \$12,000.00
 \$12,000.00
 \$12,000.00
 \$156.34
 \$156.34

 Fiking Fees
 0.00
 \$156.34
 Grand Total:
 \$12,156.34

Comments:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

	1/1/24/17 Date	Magisterial District Judge Kossler	
I certify that this is a true and cor	rect copy of the record of the proce	edings containing the judgment.	
	Date	Magisterial District Judge	
MDJS 315		1	Printed 10/24/2017 11:02:25AM

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY



Civil Action Hearing Notice

Mag. Dist. No: MDJ-38-1-04

MDJ Name:

Honorable John D. Kessler

Address:

1150 Old York Road

Abington, PA 19001

Telephone:

215-887-2362

George Haviland Middletown Ice World/Sports Complex

214 Harmony Road Middletown, NJ 07748 Sbg Management v.

George Haviland

Docket No:

MJ-38104-CV-0000207-2017

Case Filed:

9/19/2017

A civil complaint has been filed against you in the above captioned case.

A Civil Action Hearing has been scheduled to be held on/at-

Date Tuesday, October 24, 2017	Place: Magisterial District Court 38-1-04, Abington 1150 Old York Road
Time: 9:00 AM	Abington, PA 19001 215-887-2362

Notice To Defendant

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

You must appear at the hearing and present your defense. Unless you do, judgment may be entered against you by default.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to Pa.R.C.P.M.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

Notice To Plaintiff

Pursuant to Pa.R.C.P.M.D.J. No. 318, you or your attorney will be notified if the defendant gives notice of his/her intention to defend.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

		1110-1190	7	1		
Magisterial District N	tumber:	38-1-04		PLAINTIFF: SBG MANAGEMEI	NAME and ADDRESS	
400 t av Ma-	1011	N D KESSLER		PHILIP PULLEY	• 1	
MDJ Name, Hon.				PO BOX 549		
Addres:		OLD YORK ROA			2001	1
	ABIN	GTON, PA 190	01-2606	ABINGTON, PA 19	VS .	
Telephane: {) 215	887-2362				
reseptions (DEFENDANT:	NAME and ADDRESS	
				GEORGE HAVILAND	on N	
	•			MIDDLETOWN ICE W SPORTS COMPLEX	UKLUI	
				214 HARMONY ROAD)	٠, ١
				MIDDLETOWN, NJ 0	7748	•
		•	•	Docket No.: CV -207-	7	
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			·	Date Filed: 91917		
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· P C D N D	t No 20f					
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ABOVE TELEPHONE NUMBER. YOU JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within the magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COMMONWEALTH OF PENNSYLVANIA	NOTICE OF APPEAL
COURT OF COMMON PLEAS	FROM PIOTERIAL PIOTERIAL REPORTED
JUDICIAL DISTRICT	MAGISTERIAL DISTRICT COURT JUDGMENT
	11-713/1
	COMMON PLEAS NO.
NOTICE O	OF APPEAL
Notice is given that the appellant has filed in the above Court of Magisterial District Judge on the date and in the case mentioned be	common Pleas an appeal from the judgment rendered by the elow.
	I MAG.DIST.NO. or Name of M.D.J.
Name of Appellant George HAVIAND	STATE 38-1-04 Kessler
14 HARMONY RD MIDDLETOUS	
10-24-2017 SG MANASON	
CLAM NO. CV 20 0000 267-2617	SKINATURE OF AFFELLANT OR HIGH AT TOTALLET
LT 20	I CONFICE
This block will be signed ONLY when this notation is required under PA.	If appellant was Claimant (see Pa. R.C.P.J.P No. 1001(6) in action before the Magisterial District Judge, he/she
R.C.P.J.P. No 1008B This notice of Appeal, when received by the Magisterial District Judge, operate as a SUPERSEDEAS to the judgment for possession in this case.	
	after filing his/hers NOTICE of APPEAL.
Signature of Prothonotary or Deputy	
PRAECIPE TO ENTER RULE TO FIL	E COMPLAINT AND RULE TO FILE
	FFFNDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before the
PRAECIPE: To Prothonotary, SGG WAW AREM	LENT .
PRAECIPE. 10 Flourionouni,	, appellee(s), to file a complaint in this appeal
Enter rule upon) days after service of rule or suffer entry of judgment of non pros.
RULE: TO Name of appelleo(s) MANAGE MOUT	Signature of appellont of his attorney or agent?
(1) You are notified that a rule is hereby entered upon you date of service of this rule upon you by personal service	u to file a complaint in this appeal within twenty (20) days after the se or by certified registered mail.
(2) If you do not file a complaint within this time, a JUDGMI	ENT OF NON PROS WILL BE ENTERED AGAINST YOU.
(3) The date of service of this rule if service was by mail is	the date of mailing.
Date: NOV 21, 2017, 20, 617.	3/4
-	Signature of Prothonotary or Deputy
YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDG	MENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL

Page 2 of 3

2017-27355-0001 11 21 2017 11:59 AM = 11534866 Prace to Enter Rule Upon

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Mark Levy - MontCo Prothonotary

Revised 10/14

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

SBG MANAGEMENT

VS.

GEORGE HAVILAND

TO THE PROTHONOTARY:

NO. 2017-27355

PRAECIPE TO REINSTATE / REISSUE

)	REISSUE WRIT	
)	REINSTATE COMPLAINT	
		ORIGINAL SIGNATURE RETAINED
		BY THE FILING PARTY
		Signature/ID Number
		JEFFREY S FELDMAN, ESQ.
		Print Name
		101 GREENWOOD AVENUE, 5TH FLO
		Address
		JENKINTOWN, PA 19046-2636
		(215) 900 2924

Phone

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYI

SBG MANAGEMENT

VS.

GEORGE HAVILAND

NO. 2017-27355

REINSTATED

Claire Hart 1/5/2018

NOTICE TO DEFEND - CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE MONTGOMERY BAR ASSOCATION 100 West Airy Street (REAR) NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

FRIEDMAN SCHUMAN, P.C.

By: Jeffrey S. Feldman, Esq. Pa. Atty. I.D. No.80352 101 Greenwood Avenue, 5th Floor Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

٧.

Counsel for Plaintiff
SBG Management Services, Inc.

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC MONTGOMERY COUNTY COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

:

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

NO. 2017-27355

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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Lawyer Reference Service
Montgomery County Bar Association
100 West Airy Street (Rear)
Norristown, PA 19401
Phone (610) 279-9660, Extension 201

FRIEDMAN SCHUMAN, P.C.

By: Jeffrey S. Feldman, Esq. Pa. Atty. I.D. No.80352 101 Greenwood Avenue, 5th Floor Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

SBG MANAGEMENT SERVICES, INC. d/b/a SBG MANAGEMENT P.O. Box 549 Abington, PA 19001

and

PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC P.O. Box 549 Abington, PA 19001

Plaintiffs,

٧.

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR. 214 Harmony Road Middletown, NJ 07748

and

NJ JUNIOR TITANS HOCKEY CLUB 1410 Frances Drive Wall, New Jersey 07719

Defendants.

Counsel for Plaintiffs
SBG Management Services, Inc.
d/b/a SBG Management and
Pennsylvania Junior Hockey Club, LLC

MONTGOMERY COUNTY COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA CIVIL ACTION

NO. 2017-27355

COMPLAINT

Plaintiffs SBG Management Services, Inc. d/b/a SBG Management ("SBG") and Pennsylvania Junior Hockey Club, LLC ("PJHC") (collectively, "Plaintiffs"), by and through their undersigned counsel, hereby files their Complaint against defendant George Haviland, a/k/a, a/k/a George Haviland, Jr. ("Haviland") and NJ Junior Titans Hockey Club ("NJ Junior Titans") (collectively, "Defendants") and in support thereof, state as follows:

Parties

- 1. Plaintiff SBG is a Pennsylvania corporation with a registered and principal place of business in Montgomery County, Pennsylvania with a mailing address of P.O. Box 549, Abington, PA 19001.
- 2. Plaintiff PJHC is a Pennsylvania limited liability company with a registered and principal place of business in Montgomery County, Pennsylvania with a mailing address of P.O. Box 549, Abington, PA 19001.
- 3. Defendant Haviland is an adult individual who, upon information and belief, is a resident and citizen of the State of New Jersey who maintains an office and usual place of business located at 214 Harmony Road, Middletown, New Jersey 07748 and resides at 1410 Frances Drive, Wall, New Jersey 07719.
- 4. Upon information and belief, Defendant NJ Junior Titans is a New Jersey corporation that maintains a registered place of business at 1410 Frances Drive, Wall, New Jersey 07719.

Jurisdiction & Venue

- 5. This Court has subject matter jurisdiction over this dispute because the Pennsylvania Courts of Common Pleas are courts of general jurisdiction, and no other court in the Commonwealth of Pennsylvania has exclusive original jurisdiction over this action. 42 Pa. Cons. Stat. Ann. § 931.
- 6. This Court has personal jurisdiction over Defendants because, upon information and belief, Defendants:
- a. as stated in greater detail below, purposefully and voluntarily entered into a written agreement with Plaintiffs in Pennsylvania;
- b. as stated in greater detail below, breached their written agreement with Plaintiffs, and thus a cause of action arose against Defendants in Pennsylvania; and
- c. have otherwise had substantial contacts with Pennsylvania and its residents.
- 7. Venue lies in Montgomery County, Pennsylvania for this action pursuant to Pa. R. Civ. P. 1006(a)(1), 1006(b) and 2179 because Plaintiffs' cause of action against Defendants arose in Montgomery County, and transactions and occurrences took place in Montgomery County out of which Plaintiffs' cause of action against Defendants arose.

FACTS

- 8. In 2016, Haviland was the principal authorized officer of Defendant NJ Junior Titans, a corporation that operates a junior hockey training and education program.
- 9. On November 15, 2016, Philip Pulley, a duly authorized officer of Plaintiffs SBG and PJHC, had a telephone conversation with Haviland regarding PJHC's interest in purchasing certain

assets from NJ Junior Titans, including all title, rights, and interests in NJ Junior Titans' junior hockey teams that were franchise members and/or governors of the Eastern Hockey League (the "EHL") (hereafter, the "Junior Team Assets").

- 10. During that telephone call, Haviland, in his personal capacity, represented to PJHC that he was authorized to enter into a transaction to sell the Junior Team Assets, and that he would personally provide the necessary cooperation to complete the sale transaction.
- 11. During that telephone call, a verbal agreement was reached between Mr. Pulley and Haviland to have PJHC purchase the Junior Team Assets from NJ Junior Titans and transfer the Junior Team Assets to PJHC's business in Montgomery County, Pennsylvania.
- 12. That same day, November 15, 2016, Mr. Pulley sent an email to Haviland confirming their verbal agreement to have PJHC purchase the Junior Team Assets (the "November 15 Offer Email"). A true and correct copy of Mr. Pulley's November 15, 2016 email, as it was eventually signed by Haviland on behalf of the NJ Junior Titans, is attached hereto as Exhibit A.
- 13. The November 15 Offer Email was sent by Mr. Pulley while he was located in Montgomery County, Pennsylvania.
- 14. On December 2, 2016, Haviland accepted and agreed to the terms of the November 15 Offer Email by modifying its terms slightly and then signing it on behalf of the NJ Junior Titans and returning it to Mr. Pulley (the "December 2 Acceptance"). See Exh. A.
- 15. Mr. Pulley received the December 2 Acceptance from Haviland while he was located in Montgomery County, Pennsylvania.

- 16. As such, a written agreement for the sale and purchase of the Junior Team Assets was reached on December 2, 2016 based on the terms of the December 2 Acceptance (the "Sale Agreement"). See Exh. A.
- 17. Thereafter, Mr. Pulley made good faith attempts to fulfill PJHC's obligations under the Sale Agreement, including paying the initial \$25,000 payment that was due on or before December 8, 2016, but Haviland did not respond to these attempts, and, as a result, the initial payment was not made prior to that date.
- 18. However, because time was not of the essence with regard to the timing of the initial \$25,000 payment pursuant to the Sale Agreement, the parties to the Sale Agreement continued to proceed with the transaction, and neither PJHC nor the NJ Junior Titans sought to cancel the transaction.
- 19. Eventually, on December 20, 2016, Mr. Pulley contacted Haviland by text message and asked for correct address information for sending the \$25,000 initial payment under the Sale Agreement. A true and correct copy of the December 20, 2016 text message is attached hereto as Exhibit B.
- 20. Thereafter, Mr. Pulley exchanged text messages with Haviland on December 22, 2016; December 27, 2016; and December 29, 2016 seeking to perform PJHC's obligations under the Sale Agreement. True and correct copies of those text messages are attached hereto as Exhibit C.
- 21. On December 29, 2016, Haviland responded to Mr. Pulley via text message and said that he was going to "go in a different direction with [the] EHL [junior teams]," *i.e.*, the sale of the Junior Team Assets. See Exh. C.

- 22. Thereafter, Plaintiffs did not hear anything further from the Defendants with regard to the Sale Agreement.
- 23. On January 6, 2017, PJHC's counsel sent a letter to Haviland advising him that PJHC still intended to enforce the Sale Agreement and that PJHC had delivered the \$25,000 initial payment contemplated by the Sale Agreement to PJHC's counsel to hold in escrow pending the closing on the sale of the Junior Team Assets.. A true and correct copy of PJHC's counsel's January 6, 2017 emailed letter to Haviland is attached hereto as Exhibit D.
- 24. PJHC's counsel's office, which was holding the \$25,000 in escrowed funds towards the purchase price of the Sale Agreement, is located in Montgomery County, Pennsylvania.
 - 25. To date, Defendants have not responded to PJHC's counsel's January 6, 2017 letter.
- 26. Upon information and belief, NJ Junior Titans have since sold the Junior Team Assets to another party.
- 27. After PJHC's counsel sent the January 6, 2017 letter, PJHC assigned its rights, title and interest under the Sale Agreement to SBG.

Count One SBG v. NJ Junior Titans Breach of Cont<u>ract</u>

- 28. Plaintiffs hereby incorporate paragraphs 1 through 27 by reference as though set forth at length herein.
- 29. PJHC, by and through its authorized officer, Mr. Pulley, made a written offer to NJ Junior Titans, by and through its authorized principal officer, Haviland, to purchase the Junior Team Assets, as set forth in the November 15 Offer Email.

- 30. Upon information and belief, NJ Junior Titans, by and through its authorized principal officer, Haviland, modified the terms of the November 15 Offer Email and then signed it and accepted it on behalf of the NJ Junior Titans and returned it to PJHC's authorized officer, Mr. Pulley, as set forth in the December 2 Acceptance.
- 31. PJHC accepted the terms of the December 2 Acceptance and, as a result, PJHC and NJ Junior Titans entered into the written Sale Agreement for the sale and purchase of the Junior Team Assets based on the December 2 Acceptance. See Exh. A.
 - 32. The Sale Agreement is a written, legally binding and enforceable contract.
- 33. PJHC performed its obligations pursuant to the Sale Agreement in good faith by attempting to forward the initial \$25,000 payment due to NJ Junior Titans. *See* Exhibits B, C, D.
- 34. NJ Junior Titans materially breached the Sale Agreement by, *inter alia*: (a) failing to sell the Junior Team Assets to PJHC, (b) upon information and belief, selling the Junior Team Assets to another purchaser, and (c) failing to cooperate in good faith to consummate and close upon the transactions contemplated by the Sale Agreement.
- 35. NJ Junior Titans have no legal justification for breaching the terms of the Sale Agreement.
 - 36. PJHC has assigned its rights, title and interest under the Sale Agreement to SBG.
- 37. As a proximate result of NJ Junior Titans' uncured breaches of their obligations under the Sale Agreement, SBG has suffered foreseeable damages, including the lost value of the Junior Team Assets and the lost profits and opportunities that would have been generated from the Junior Team Assets, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, SBG respectfully requests that this Honorable Court enter judgment in its favor and against NJ Junior Titans in an amount not to exceed \$50,000.00, plus pre-judgment interest, post-judgment interest at the statutory rate, costs, other damages, and any other relief that this Court deems just, necessary, proper and/or appropriate.

Count Two

(In the Alternative to Count One)

PJHC v. NJ Junior Titans

Breach of Contract

- 38. Plaintiffs hereby incorporate paragraphs 1 through 37 by reference as though set forth at length herein.
- 39. In the alternative to Count One above, in the event that PJHC's assignment of its rights under the Sale Agreement to SBG is deemed or adjudicated to be unenforceable for any reason, the Sale Agreement remains a written, legally binding and enforceable contract between PJHC and NJ Junior Titans.
- 40. PJHC performed its obligations pursuant to the Sale Agreement by attempting to forward the initial \$25,000 payment due to NJ Junior Titans. *See* Exhibits B, C, D.
- 41. NJ Junior Titans materially breached the Sale Agreement by, *inter alia*: (a) failing to sell the Junior Team Assets to PJHC, (b) upon information and belief, selling the Junior Team Assets to another purchaser, and (c) failing to cooperate in good faith to consummate and close upon the transactions contemplated by the Sale Agreement.
- 42. NJ Junior Titans have no legal justification for breaching the terms of the Sale Agreement.

43. As a proximate result of NJ Junior Titans' uncured breaches of their obligations under the Sale Agreement, PJHC has suffered foreseeable damages, including the lost value of the Junior Team Assets and the lost profits and opportunities that would have been generated from the Junior Team Assets, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

WHEREFORE, PJHC respectfully requests that this Honorable Court enter judgment in its favor and against NJ Junior Titans in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus pre-judgment interest, post-judgment interest at the statutory rate, costs, other damages, and any other relief that this Court deems just, necessary, proper and/or appropriate.

Count Three Plaintiffs v. Haviland Promissory Estoppel

- 44. Plaintiffs hereby incorporate paragraphs 1 through 43 by reference as though set forth at length herein.
- 45. During their November 15, 2016 telephone call, Haviland, in his personal capacity, represented to Mr. Pulley, and thus PJHC, that he was authorized to enter into a transaction to sell the Junior Team Assets, and that he would personally provide the necessary cooperation to complete the sale transaction.
- 46. Haviland should have reasonably expected these representations to induce PJHC to make an offer to purchase, and agree to purchase, the Junior Team Assets.
- 47. In reliance upon Haviland's representations and promises made in his personal capacity, PJHC offered to purchase, and agreed to purchase, the Junior Team Assets by sending the

Case# 2017-27355-4 Docketed at Montgomery County Prothonotary on 01/04/2018 11139AAAFFæe=56000

November 15 Offer Email, accepting the December 2 Acceptance, and entering into the Sale Agreement.

- 48. PJHC would not have entered into the Sale Agreement, or made the offer contained in the November 15 Offer Email, if it knew that (a) Haviland's representations and promises on November 15, 2016 were not true, or (b) Haviland did not intend to honor and fulfill those representations and promises.
- 49. As a result of their reliance on Haviland's promises made in his individual capacity, PJHC, and later, SBG, to their detriment, incurred legal fees and other expenses attempting to enforce the Sale Agreement.
 - 50. Injustice can be avoided only by enforcing Haviland's promises.
- 51. Plaintiffs should be awarded the economic value of Haviland's broken promises, namely, the lost value of the Junior Team Assets and the lost profits and opportunities that would have been generated from the Junior Team Assets.

WHEREFORE, PJHC and SBG respectfully request that this Honorable Court enter judgment in its favor and against Haviland in an amount in excess of Fifty Thousand Dollars (\$50,000.00), plus pre-judgment interest, post-judgment interest at the statutory rate, costs, other damages, and any other relief that this Court deems just, necessary, proper and/or appropriate.

Respectfully submitted,

FRIEDMAN SCHUMAN, P.C.

Date: December 14, 2017

By: /s/ JEFFREY S. FELDMAN

Jeffrey S. Feldman, Esq. Pa. Atty. I.D. No. 80352

101 Greenwood Avenue, 5th Floor

Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

Counsel for Plaintiffs
SBG Management Services, Inc.
d/b/a SBG Management, and
Pennsylvania Junior Hockey Club, LLC

MONTGOMERY COUNTY COURT OF COMMON PLEAS COMMONWEALTH OF PENNSYLVANIA

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

٧.

MONTGOMERY COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

: NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

VERIFICATION

I, the undersigned, hereby certify and verify that I am of full legal age, that I am duly authorized by plaintiffs SBG Management Services, Inc. and Pennsylvania Junior Hockey Club, LLC to sign this Verification on their respective behalves, and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904, relating to unsworn falsification to authorities.

Date:	2017
Juic.	

Print name:

EXHIBIT A

From: Phil Pulley <ppulley@sbgmanagement.com>

To: George Haviland havs11@aol.com

Subject: RE: Junior Titians

Date: Tue, Nov 15, 2016 3:05 pm

This email is to confirm my conversation with George today that the Pennsylvania Junior Hockey Club, LLC (Buyer) is buying all right titles and interest in the Titans Junior teams that are a franchise member/governor of the Eastern Hockey League (EHL). The understanding is as follows:

The purchase price is Fifty Five Thousand dollars (\$55, 000). The payments shall be paid as noted below.

The Titans will pay any and all fees, dues, penalties and outstanding balances due the EHL and USA Hockey (USAH). This is to ensure that the Franchise/ Interest is being transferred unencumbered.

The Titans warrant that they are members in good standing of the EHL and USAH.

The Titan represent that there are no player obligations outstanding.

The Titans represent that they have full authority to transfer all rights, title and interests.

The Titans will notify the EHL and USAH of its intent to reactivate for the 2017-2018 season. In the event that they do not, no further sums are due to the Titans from the Buyer.

The Titans have no outstanding tax obligations.

The Titans will indemnify, defend and hold harmless the Pennsylvania Junior Hockey Club, LLC against any and all claims or demands.

The Titans are permitted to play in the Premier Division of the EHL.

The Buyer may re brand the Titans as the buyer deems,

The Buyer may relocate the Titans as buyer deems.

This Agreement does not include the AMHL team.

The payment scredule is as follows

Twenty Five Thousand dollars (\$25,000) is to be paid by Hoverday

 The balance of the purchase price will be paid in Requal payments of \$7,500 due on the first of September 2017-2018-2019 amb 2009.

This Agreement will expire on 12-6-16

Accepted and Agreed

Titans

12-2-16

Philip C. Pulley SBG Management Services, Inc. Philadelphia Revolution P O. Box 549 Abington, PA 19001 215.938.6665 ext. 2001 215.935.6981 ext. 2001 215.935.6987 fax

Email: phil@sbgmanagement.com
Web: www.sbgmanagement.com
Web: www.philadelphiarevolution.net

Ехнівіт В

To: George Havlin

iMessage Tue, Dec 20, 8:56 AM

Good morning just got back I'm in the office please send me your overnight address so l can overnight you the check

Thu, Dec 22, 3:28 PM

Just touching base want to get you your money

Where do l send it to

I'm resending U agreement to

aiona with

base want to get you your money

Where do I send it to

I'm resending U agreement to sign with address attached

Thank you I'll handle it tomorrow

Tue, Dec 27, 11:52 AM

George where do I send the check to

Tue, Dec 27, 3:02 PM

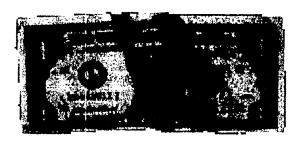
George are you

Tue, Dec 27, 3:02 PM

George are you out there

Tue, Dec 27, 8:57 PM

Are you out there?????



Thu, Dec 29, 11:38 AM

Are you out there

Money where do I send

Friday 10:09 AM

George are you out there

Dhil had aunt

Thu, Dec 29, 11:38 AM

Are you out there

Money where do I send

Friday 10:09 AM

George are you out there

Phil had aunt

Phil had aunt died dealing with the mess im only one to handle im go in a different direction with EHL

Thank you sorry to hear of your loss

Thank you sorry to hear of your loss

Does that mean you're selling your franchise to another party

Just want to be

EXHIBIT D



Attorneys at Law • A Professional Corporation

Kerry S. Schuman, Esquire Direct Dial: (215) 690-3812 KSchuman@fsalaw.com www.fsalaw.com

Main Office 101 Greenwood Avenue, Fifth Floor Jenkintown, PA 19046 Phone: (215) 635-7200 Fax: (215) 635-7212

January 6, 2017

VIA EMAIL - havs11@aol.com

Mr. George Haviland

Re: Pennsylvania Junior Hockey Club, LLC v. George Haviland (Titans Junior Teams – Franchise Member/Governor in Eastern Hockey League)

Dear Mr. Haviland:

I represent Pennsylvania Junior Hockey Club, LLC with regard to the Agreement of Sale that you accepted on December 2, 2016.

I have reviewed the Agreement of Sale that you executed on December 2, 2016. I have further reviewed all of the texts between you and Mr. Pulley. It is unquestionable that there is a valid binding contract. Furthermore, Mr. Pulley only had an email address for you and at all times was ready, willing and able to complete the purchase. He made multiple attempts to obtain an address for you so that he could tender the purchase price as required by the Agreement.

Your email indicating that you intend to go in a "different direction with EHL" is a breach of the Agreement. My client wishes to fully complete the Agreement. My client has been advised that you intend to sell the franchise to another buyer. This is a further breach of the Agreement.

Unless you complete the contract within seven (7) days from the date of this letter, my client intends to enforce the Agreement of Sale to compel you to complete the transaction. In addition to damages that will be sought, my client will also seek an injunction to prevent you from selling the franchise to anyone else.

My client has delivered to me the \$25,000 check made payable to you, since you failed and refused to provide a delivery address. I will hold the check in escrow pending closing.



Attorneys at Law • A Professional Corporation

Mr. George Haviland January 6, 2017 Page 2

In the hopes that this can be amicably resolved, I remain

Very truly yours,

KERRY S. SCHUM'AN

KSS/ss

cc: Mr. Philip C. Pulley

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Public Access Policy of the Unified	SBG MANAGEMENT SERVICES, INC. D/B/A SBG MANAGEMENT, E	ET AL Plaintiff	20180108144803
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SS P	SEORGE HAVILAND A/K/A GEORGE HAVILAND, JR., ET AL	Defendant	Montgomeryvenue
Acce	n and i	Delendant	Docket Number: 2017 27355
plic	Person to be served (Name and Address):		
	NJ JUNIOR TITANS HOCKEY CLUB		AFFIDAVIT OF SERVICE
ō	avall TWP. NJ 07719		(For Use by Private Service)
sions	ੈ y serving: NJ JUNIOR TITANS HOCKEY CLUB		Cost of Service pursuant to R. 4:4-3(c)
provisions	Attorney: JEFFREY S. FELDMAN, ESQ.		
with the	Papers Served: PRAECIPE TO REINSTATE/REISSUE, NOTICE TO COMPLAINT, VERIFICATION, EXHIBITS	DEFEND,	\$
complies	Fervice Data: [X] Served Successfully [] Not Served		Name of Person Served and relationship/title:
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Dock		und	ler penalty of perjury that the foregoing is true and
55-5	Notary Signature: JACKELINE GONZALEZ		fect. 1 011018
117-273	Served Data: Subscribed and Sworn to me this day of JACKELINE GONZALEZ NOTARY PUBLIC OF NEW JEASEY My Naming Networks Dec. 15, 2020 Some of Private Server: PETER CERRUTO Address: 2009 Morris Ave	(Sig	nature of Process Server Date
Case# 20	o g geme of Private Server: <u>PETER CERRUTO</u> Address: 2009 Morris Ava	JBUNION, N	J 07083 Phone: (800) 672-1952

MONTGOMERY COUNTY COURT OF COMMON PLEAS COMMONWEALTH OF PENNSYLVANIA

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

٧.

MONTGOMERY COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

: NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

CERTIFICATE OF SERVICE

I, Jeffrey S. Feldman, Esq., hereby certify that, on the date shown below, a true and correct copy of the foregoing Affidavit of Service of Complaint on Defendant NJ Junior Titans Hockey Club, was electronically filed with the Montgomery County Court of Common Pleas E-Filing System and is available for download by Defendants.

I further hereby certify that, on the date shown below, a true and correct copy of the Affidavit was sent to defendant George Haviland via First Class Mail, postage prepaid, addressed as follows:

George Haviland 214 Harmony Road Middletown, NJ 07748

Date: January 17, 2018 By: /s/ JEFFREY S. FELDMAN

Jeffrey S. Feldman, Esq.
Counsel for Plaintiffs
SBG Management Services, Inc.
d/b/a SBG Management, and
Pennsylvania Junior Hockey Club, LLC

MONTGOMERY COUNTY COURT OF COMMON PLEAS COMMONWEALTH OF PENNSYLVANIA

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

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MONTGOMERY COUNTY
COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

CERTIFICATE OF SERVICE

I, Jeffrey S. Feldman, Esq., hereby certify that, on December 14, 2017, a true and correct copy of the foregoing Complaint, with its attached Exhibits, supporting Verification, and Notice to Defend (collectively, the "Complaint Package"), was electronically filed with the Montgomery County Court of Common Pleas E-Filing System and is available for download by Defendants.

I further hereby certify that, on December 14, 2017, a true and correct copy of the Complaint Package was sent to defendant <u>George Haviland a/k/a George Haviland, Jr.</u> via First Class Mail, postage prepaid, addressed as follows:

George Haviland 214 Harmony Road Middletown, NJ 07748

I further hereby certify that, on December 14, 2017, a true and correct copy of the Complaint Package was sent to defendant <u>NJ Junior Titans Hockey Club</u> via both Certified Mail, restricted delivery, postage prepaid, and First Class Mail, postage prepaid, addressed as follows:

NJ Junior Titans Hockey Club 1410 Frances Drive Wall, NJ 07719

Date: January 17, 2018

By: /s/ JEFFREY S. FELDMAN

Jeffrey S. Feldman, Esq.
Counsel for Plaintiffs
SBG Management Services, Inc.

d/b/a SBG Management, and

Pennsylvania Junior Hockey Club, LLC

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

SBG MANAGEMENT	
vs.	

GEORGE HAVILAND

NO. 2017-27355

PRAECIPE FOR JUDGMENT

To the Prothonotary:

Enter judgment sec leg in favor of SBG MANAGEMENT; PENNSYLVANIA JUNIOR HOCKEY CLUB LLC and against GEORGE HAVILAND for want of an answer.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

ORIGINAL SIGNATURE RETAINED BY THE FILING PARTY
Signature/ID Number
JEFFREY S FELDMAN, ESQ.
Filing Party
80352
ID Number
FRIEDMAN SCHUMAN APPLEBAUM & NEMERFOFF
Firm Name
101 GREENWOOD AVENUE, 5TH FLOOR
,
Address
JENKINTOWN, PA 19046-2636
(215) 890-3824
Phone

Judgment is entered by default for want of an answer.

Prothonotary, Montgomery County

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

SBG MANAGEMENT vs. GEORGE HAVILAND	NO. 2017-27355
NOTICE IS GIVEN THAT THE ATT CAPTIONED MATTER HAS BEEN ENTER	FACHED DOCUMENT IN THE ABOVE RED.
	PROTHONOTARY
IF YOU HAVE ANY QUESTIONS O	CONCERNING THE ABOVE, PLEASE CONTACT: ORIGINAL SIGNATURE RETAINED BY THE FILING PARTY
	Signature
	JEFFREY S FELDMAN, ESQ.
	Filing Party
	80352
	ID Number
	FRIEDMAN SCHUMAN APPLEBAUM & NEMERFOFF
	Firm Name
	101 GREENWOOD AVENUE , 5TH FLOOR
	Address
	JENKINTOWN, PA 19046-2636

Phone

(215) 890-3824

FRIEDMAN SCHUMAN, P.C.

By: Jeffrey S. Feldman, Esq. Pa. Atty. I.D. No.80352 101 Greenwood Avenue, 5th Floor Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

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Counsel for Plaintiffs
SBG Management Services, Inc.
d/b/a SBG Management and
Pennsylvania Junior Hockey Club, LLC

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

.

COMMONWEALTH OF PENNSYLVANIA

MONTGOMERY COUNTY
COURT OF COMMON PLEAS

: NO. 2017-27355

. GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.;

and NJ JUNIOR TITANS HOCKEY CLUB

PRAECIPE TO ENTER DEFAULT JUDGMENT AGAINST DEFENDANT GEORGE HAVILAND a/k/a GEORGE HAVILAND, JR.

TO THE PROTHONOTARY:

Please enter a default judgment for liability in favor of plaintiffs SBG Management Services, Inc. d/b/a SBG Management and Pennsylvania Junior Hockey Club, LLC against defendant George Haviland a/k/a George Haviland, Jr. for failure to answer or otherwise respond to the Complaint filed by the Plaintiffs in the above-captioned matter on December 14, 2017 (the "Complaint") based upon the following averred facts:

1. The Complaint was served upon defendant **George Haviland a/k/a George Haviland, Jr.** on **December 14, 2017.** A true and correct copy of a Certificate of Service reflecting service in accordance with Pa. R.C.P.M.D.J. No. 1005(D) and 1005(E) and Pa. R. C. P. 440(a)(2)(i) is attached hereto as Exhibit A.

- 2. A Notice of Praecipe to Enter Default Judgment pursuant to Pa. R. Civ. P. 237.1(a)(2) and 237.5 was served upon Defendant George Haviland a/k/a George Haviland, Jr. by both Certified Mail, Return Receipt Requested and U.S. First Class Mail, postage prepaid, on January 5, 2018, more than ten (10) days before this Praecipe was filed.
- 3. A true and correct copy of the Notice of Praecipe to Enter Default Judgment on the Complaint that was served on Defendant George Haviland a/k/a George Haviland, Jr. is attached hereto as Exhibit B.
- 4. A true and correct copy of the Tracking information from the U.S. Postal Service's web site, usps.com, for the certified mail delivery of the Notice of Praecipe to Enter Default Judgment on the Complaint to Defendant **George Haviland a/k/a George Haviland, Jr.** is attached hereto as Exhibit C, and it confirms that the certified mail copy was delivered on January 8, 2018. The first class mail copy to the same address has not been returned by the U.S. Postal Service.
- 5. Pursuant to the Notice, defendant / judgment debtor **George Haviland a/k/a George Haviland, Jr.** has had ten (10) days in which to answer the Complaint after the Notice was served, which expired on Tuesday, January 16, 2015.
- 6. A true and correct copy of an executed Affidavit of Non-Military Service is attached hereto as Exhibit D.

Accordingly, please enter a default judgment for liability in favor of plaintiffs SBG Management Services, Inc. d/b/a SBG Management and Pennsylvania Junior Hockey Club, LLC against defendant George Haviland a/k/a George Haviland, Jr. for failure to answer or

otherwise respond to the **Complaint**, and promptly schedule this matter for a hearing to assess damages.

Respectfully submitted,

Date: January 17, 2018

/s/ JEFFREY S . FELDMAN

Jeffrey S. Feldman, Esq. (Pa. Atty. I.D. No. 80352) FRIEDMAN SCHUMAN, P.C. 101 Greenwood Avenue, 5th Floor

Jenkintown, PA 19046-2636

Tel: 215-690-3824 / Fax: 215-635-7212

Email: <u>ifeldman@fsalaw.com</u> Counsel for Plaintiffs

SBG Management Services, Inc. d/b/a SBG Management, and

Pennsylvania Junior Hockey Club, LLC

The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents Fee = \$6.00. Case# 2017-27355-7 Docketed at Montgomery County Prothonotary on 01/17/2018 1:27 PM,

FRIEDMAN SCHUMAN, P.C.

By: Jeffrey S. Feldman, Esq.

Pa. Atty. I.D. No.80352

101 Greenwood Avenue, 5th Floor

Jenkintown, PA 19046-2636

Tel: 215-635-7200; Fax: 215-635-7212

E-mail: jfeldman@fsalaw.com

Counsel for Plaintiffs
SBG Management Services, Inc.
d/b/a SBG Management and
Pennsylvania Junior Hockey Club, LLC

MONTGOMERY COUNTY

COURT OF COMMON PLEAS

SBG MANAGEMENT SERVICES, INC.,
d/b/a SBG MANAGEMENT and

a/b/a SBG IVIANAGEIVIENT and

PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

COMMONWEALTH OF PENNSYLVANIA

: NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; :

and NJ JUNIOR TITANS HOCKEY CLUB

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AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF MONTGOMERY

I, Jeffrey S. Feldman, Esq., being duly sworn according to law, depose and say that I am counsel for plaintiffs SBG Management Services, Inc. d/b/a SBG Management and Pennsylvania Junior Hockey Club, LLC in the matter captioned above, that I am authorized to make this affidavit on their behalves, that defendant George Haviland, a/k/a George Haviland, Jr., to the best of my knowledge, information and belief, resides at 1410 Frances Drive, Wall, New Jersey 07719 and has a place of business at 214 Harmony Road, Middletown, New Jersey 07748, and that defendant George Haviland, a/k/a George Haviland, Jr. is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Servicemembers' Civil Relief Act of 2003 and the amendments thereto.

By:

Jeffney S. Feldman, Esq.

Counsel for plaintiffs

Sworn to an subscribed before me

this

day

2018

COMPROMINENT AN OL LENGTHA

DEARY PUBLICATION SEAL

STEPMANIE R. COURTNEY, Notary Public Jenkintown Boro., Montgomery County Mr. Commission of the Commiss

Case# 2017-27355-8 Docketed at Montgomery County Prothonotary on 02/02/2018 12:42 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

Plaintiffs,

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CIVIL ACTION - LAW

GEORGE HAVILAND, a/k/a GEORGE HAVILAND JR. and NJ JUNIOR TITANS HOCKEY CLUB

NO. 2017-27355

Defendants.

STIPULATION TO VACATE DEFAULT JUDGMENT

It is hereby stipulated and agreed by and between Plaintiffs, SBG Management and the Pennsylvania Junior Hockey Club, LLC (collectively, "Plaintiffs"), and Defendants, George Haviland and the NJ Junior Titans Hockey Club (collectively, "Defendants"), through their undersigned counsel, as follows:

- 1. The entry of default judgment against Defendant George Haviland for failure to plead or otherwise defend, is hereby vacated on consent; and
- 2. Defendants shall answer, move or otherwise respond to Plaintiff's Complaint on or before February 23, 2017.

IT IS FURTHER STIPULATED AND AGREED that this Stipulation may be executed in counterparts; and/or facsimile signatures shall have the same force and effect as originals.

FRIEDMAN SCHUMAN, P.C. Attorneys for Plaintiffs

PFREY S. HELDMAN, ESQUIRE

Dated: 2/01/2018

ARCHER & GREINER
Attorneys for Defendants

JERROLD S. KULBACK, ESQUIRE

Dated: 2/1/18

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

SBG MANAGEMENT

VS.

GEORGE HAVILAND

NO. 2017-27355

PRAECIPE FOR APPEARANCE

TO THE PROTHONOTARY:	
Please enter my appearance for	
PLAINTIFFS	
in the above case.	
	ORIGINAL SIGNATURE RETAINED BY THE FILING PARTY
Date: 02/16/2018	Signature
*	MICHAEL YANOFF, ESQ.
	Filing Party
	19384
	ID Number
	FRIEDMAN SCHUMAN APPLEBAUM NEMEROFF & MCCAFFERY PC
	Firm Name
	101 GREENWOOD AVENUE, 5TH FLOOR
	Address
	JENKINTOWN, PA 19046-2636
	(215) 690-3833
	Phone

MONTGOMERY COUNTY COURT OF COMMON PLEAS **COMMONWEALTH OF PENNSYLVANIA**

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and

v.

PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

MONTGOMERY COUNTY COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly ENTER my appearance on behalf of Plaintiffs SBG Management Services, Inc. d/b/a SBG Management and Pennsylvania Junior Hockey Club, LLC in the matter referenced above.

Date: February 16, 2018 By: /s/ MICHAEL YANOFF, ESQ.

Michael Yanoff, Esq. (Pa. Atty. I.D. No. 19384)

FRIEDMAN SCHUMAN, P.C.

101 Greenwood Avenue, 5th Floor

Jenkintown, PA 19046-2636

Tel: 215-690-3833 / Fax: 215-635-7212

E-Mail: myanoff@fsalaw.com

Counsel for Plaintiffs SBG Management Services, Inc. d/b/a SBG Management, and

Pennsylvania Junior Hockey Club, LLC

MONTGOMERY COUNTY COURT OF COMMON PLEAS **COMMONWEALTH OF PENNSYLVANIA**

SBG MANAGEMENT SERVICES, INC., d/b/a SBG MANAGEMENT and

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PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

COMMONWEALTH OF PENNSYLVANIA

MONTGOMERY COUNTY

COURT OF COMMON PLEAS

NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB

CERTIFICATE OF SERVICE

I, Michael Yanoff, Esq., hereby certify that, on February 1X, 2018, a true and correct copy of the foregoing Praecipe for Entry of Appearance (collectively, the "Appearance"), was electronically filed with the Montgomery County Court of Common Pleas E-Filing System and is available for download by Defendants.

Date: February 16, 2018 By: /s/ MICHAEL YANOFF, ESQ.

Michael Yanoff, Esq. (Pa. Atty. I.D. No. 19384)

FRIEDMAN SCHUMAN, P.C.

101 Greenwood Avenue, 5th Floor Jenkintown, PA 19046-2636

Tel: 215-690-3833 / Fax: 215-635-7212

E-Mail: <u>myanoff@fsalaw.com</u>

Counsel for Plaintiffs SBG Management Services, Inc. d/b/a SBG Management, and Pennsylvania Junior Hockey Club, LLC

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

SBG MANAGEMENT	
vs.	
GEORGE HAVILAND	NO. 2017-27355

PRAECIPE FOR WITHDRAW OF APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my appearance for PLAINTIFFS in the above case.

Date:	February 16 2018	Signature/ ID #:	ORIGINAL SIGNATURE RETAINED BY THE FILING PARTY
		Print Name:	JEFFREY FELDMAN
			FRIEDMAN SCHUMAN, PC 101 GREENWOOD AVE., 5TH FL. JENKINTOWN, PA 19046
		Address:	*
		Telephone:	2156903824

Case# 2017-27355-11 Docketed at Montgomery County Prothonotary on 02/16/2018 12:25 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

MONTGOMERY COUNTY COURT OF COMMON PLEAS COMMONWEALTH OF PENNSYLVANIA

MONTGOMERY COUNTY

SBG MANAGEMENT SERVICES, INC.,

d/b/a SBG MANAGEMENT and

PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

COURT OF COMMON PLEAS

COMMONWEALTH OF PENNSYLVANIA

v. : NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly **WITHDRAW** my appearance on behalf of Plaintiffs SBG Management Services, Inc. d/b/a SBG Management and Pennsylvania Junior Hockey Club, LLC in the matter referenced above.

Date: February 16, 2018 By: /s/ JEFFREY S. FELDMAN, ESQ.

Jeffrey S. Feldman, Esq. (Pa. Atty. I.D. No. 80352)

FRIEDMAN SCHUMAN, P.C.

101 Greenwood Avenue, 5th Floor

Jenkintown, PA 19046-2636

Tel: 215-690-3824 / Fax: 215-635-7212

E-Mail: jfeldman@fsalaw.com

Case# 2017-27355-12 Docketed at Montgomery County Prothonotary on 02/16/2018 12:25 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

MONTGOMERY COUNTY COURT OF COMMON PLEAS COMMONWEALTH OF PENNSYLVANIA

MONTGOMERY COUNTY

SBG MANAGEMENT SERVICES, INC.,

COURT OF COMMON PLEAS

d/b/a SBG MANAGEMENT and

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COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA JUNIOR HOCKEY CLUB, LLC

NO. 2017-27355

GEORGE HAVILAND, a/k/a GEORGE HAVILAND, JR.; : and NJ JUNIOR TITANS HOCKEY CLUB :

CERTIFICATE OF SERVICE

I, Jeffrey S. Feldman, Esq., hereby certify that, on February 16, 2018, a true and correct copy of the foregoing Praecipe for Withdrawal of Appearance (collectively, the "Appearance"), was electronically filed with the Montgomery County Court of Common Pleas E-Filing System and is available for download by Defendants.

Date: February 16, 2018 By: /s/ JEFFREY S. FELDMAN

Jeffrey S. Feldman, Esq. Counsel for Plaintiffs

SBG Management Services, Inc. d/b/a SBG Management, and

Pennsylvania Junior Hockey Club, LLC

CERTIFICATE OF SERVICE

I, Jerrold S. Kulback, hereby certify that on this date, a true and correct copy of the foregoing Notice of Removal was served on counsel of record via First Class Mail and email as follows:

Michael Yanoff, Esquire Friedman Schuman, P.C. 101 Greenwood Avenue, 5th Floor Jenkintown, PA 190463 Attorneys for Plaintiffs

Dated: February 26, 2018

Jerrold S. Kulback, Esq. (I.D. No. 84563)
Tanneika A. Minott, Esq. (I.D. No. 318501)
Three Logan Square
1717 Arch Street, Suite 3500
Philadelphia, PA 19103-7393
(215) 963-3300
Attorneys for Defendants